

concerning the ability of a particular employee who is being laid off or recalled, he shall be given a trial of ten (10) days to determine his competence in performing a particular job. In the event a former Maintenance Journeyman employee is affected by a general plant layoff, he will maintain seniority rights in the Maintenance Department.

(98) Voluntary Layoff:

(1) Voluntary laid off employees will be immediately eligible for medical and dental COBRA benefits at the premium cost plus two percent. If the employee elects COBRA coverage the employee will pay 35% of the total monthly amount and the employer will pay 65%. The Company will require such payments in accordance with the law.

(99) (2) The term of layoff will be twelve (12) weeks, unless a recall due to business conditions is warranted.

(100) (3) At the end of twelve (12) weeks (if layoff is longer than 12 weeks) the volunteer returns to work and the least senior employee on the seniority list is laid off.

(101) (4) Workers whose seniority would normally place them on layoff cannot volunteer for layoff.

(102) (5) While off, the voluntary layoff's job will be temporarily bid. When he returns he will return to his job seniority in tact.

(103) (6) Recall may occur at any time during the layoff. Workers have five (5) days to return to work.

(104) (7) Notice of impending layoff will take place at least one week prior to layoff. Volunteers have forty-eight (48) hours to announce their intention, after that the least senior workers will be notified of their layoff status in line with current contract language.

- (105) (8) The Company has the right to deny voluntary layoffs if the normal function of the Department would be jeopardized.
- (106) (9) Voluntary layoff will be granted in line with seniority.
- (107) Section 4: It is the desire of the Union and the Company that the seniority provisions of this Agreement, as applicable to layoff, be modified to fill openings by seniority preference for a two (2) week period. After this two (2) week period these jobs will be bid.
- (108) When there is insufficient work, the employee affected has the opportunity to take the job of the employee of the least seniority in the plant, provided he is qualified to do the work.
- (109) It is the intention of the parties to avoid successive "bumpings" down the seniority escalator and thus disturb the entire plant each time a layoff occurs. The twelve (12) week period before bidding to another job begins the day the employee is awarded his new job bid.
- (110) Section 5: It is agreed and understood that in the event of any disagreement as to the ability of any employee bidding a job under Article 6, Section 13 a trial period of ten (10) days shall be given to determine his competence.
- (111) Section 6: It is agreed that the Company shall be the judge as to the Employee's general fitness, ability, skill, and training. The Company agrees not to exercise its judgment in these regards so as to discriminate against any Employee, and when the senior Employee is not promoted, the matter will be discussed with the Shop Committee prior to the promotion.
- (112) Section 7: Any Employee shall cease to have seniority if:
- (113) (a) he quits.
- (114) (b) he is discharged for proper cause;

- (115) (c) he does not return to work within five (5) working days (commencing at 5:00 PM on the date of receipt of notice, and continuing for five (5) twenty-four (24) hour periods exclusive of Saturdays, Sundays, and Holidays) when called by sending a registered letter to the last address on the Company's records, and the Union Committee is notified of such fact;
- (116) (d) he has not worked for the Company for the length of the contract, but not less than thirty-six (36) consecutive months. Should he be recalled within that period he will then retain his accumulated seniority status. At the request of the Union, consideration will be given to such latter employees for rehiring.
- (117) (e) in the case of an employee not working because of an injury suffered in the performance of duty, such employee accepting other permanent employment will cease to have seniority unless he notifies the Company of that employment and his desire to return to work with the Company as soon as his condition permits. The Company will send courtesy notifications to employee(s) notifying them of their contractual obligations but this, in no way, relieves the employee(s) of their obligation under the contract.

Section 8:

- (118) (a) It is agreed that the elected plant Stewards and all Executive officers of the Union shall have preference over all other Employees on the Seniority List on which their names appear in regard to layoff. Layoffs of Stewards and Executive officers shall occur in the following order: Executive officers (based on seniority, if more than one); Stewards, in order of seniority; Assistant Chief Steward; Chief Steward.
- (119) (b) Subject to other terms and provisions of this Agreement, it is agreed that the Chief Steward of the Union shall be permanently assigned to work (during his term of office) on the first shift.